

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

**(1) EVAN EDGERTON,**

**Plaintiff,**

**vs.**

**(1) SAFEWAY INSURANCE COMPANY  
OF GEORGIA,**

**Defendant**

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**CASE NO. CIV-14-40-M**

**JURY DEMANDED**

**NOTICE OF REMOVAL OF  
DEFENDANT SAFEWAY INSURANCE COMPANY OF GEORGIA**

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT:

PLEASE TAKE NOTICE that Defendant, Safeway Insurance Company of Georgia (“Safeway”), hereby files its Notice of Removal (“Notice”). In support hereof, Safeway would respectfully show the Court as follows:

1. On December 18, 2013, Plaintiff EVAN EDGERTON filed his Petition in the matter captioned *Evan Edgerton v. Safeway Insurance Company of Georgia*, Case No. CJ-2013-6903 in the District Court of Oklahoma County, State of Oklahoma. (Ex. 1).

**Nature of the Suit**

2. As stated in the Petition, this is a suit for breach of contract and bad faith alleging Safeway’s failure to provide insurance for Plaintiff’s personal injuries in accordance with the terms and intent of the contract entered between Plaintiff and Defendant and in failing to deal fairly and in good faith to promptly evaluate and pay

Plaintiff a reasonable amount to adequately compensate him for injuries he sustained in a motor vehicle accident which occurred on February 1, 2013.

**Basis of Removal**

3. The Defendant seeks to remove this suit on the grounds of diversity jurisdiction under 28 U.S.C. § 1332. According to Exhibit 1, Evan Edgerton resides in Oklahoma, and would therefore be a citizen of the State of Oklahoma. Exhibit 1 indicates Safeway Insurance Company of Georgia is a foreign corporation licensed by the Oklahoma State Insurance Commissioner to do business in the State of Oklahoma (it actually is not). Safeway Insurance Company of Georgia is a corporation organized in Georgia, with its principal place of business in Georgia. The Court has jurisdiction because the Plaintiff is completely diverse from Safeway.

4. The amount in controversy exceeds \$75,000 exclusive of interest and costs. On Page 6, paragraph 41 of Plaintiff's Petition, he specifically alleges his "damages are in excess of the amount required for diversity jurisdiction under 28 U.S.C. 1332 (currently \$75,000.00) plus interest, costs and all such other and further relief for which should be awarded as judgment against Defendant Safeway in an amount to fully and fairly compensate Plaintiff for each and every element of damages that have been suffered." (Exhibit 1)

5. State Farm files with this Notice all pleadings or other documents on file in the State Court matter, including the docket sheet. (see Exhibit 2). State Farm is filing

this Notice of Removal within 30 days of being served with Plaintiff's Petition. The suit is being removed within one year of its filing.

WHEREFORE, PREMISES CONSIDERED, Defendant, Safeway Insurance Company of Georgia, pursuant to and in conformity with the requirements set forth in 28 U.S.C. § 1446 removes Case No. CJ-2013-6903, *Evan Edgerton v. Safeway Insurance Company of Georgia*, in the District Court of Oklahoma County, State of Oklahoma, on this, the 13<sup>th</sup> day of January, 2014.

Respectfully submitted,

By /s/Daniel C. Andrews  
21 E. Main St., Suite 101  
Oklahoma City, Oklahoma 73104  
Telephone: (405) 601-8713  
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**ATTORNEYS IN CHARGE FOR  
DEFENDANT SAFEWAY INSURANCE  
COMPANY OF GEORGIA**

**OF COUNSEL:  
JONES, ANDREWS & ORTIZ, P.C.**

**CERTIFICATE OF SERVICE**

I hereby certify that on January 13, 2014, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Mr. Chris Hammons, OBA #20233  
LAIRD, HAMMONS, LAIRD, PLLC  
1230 S.W. 89<sup>th</sup> St., Suite A  
Oklahoma City, OK 73139

/s/ Daniel C. Andrews  
Daniel C. Andrews